

107E, S.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ACADEMY OF MOTION PICTURE ARTS  
AND SCIENCES, a California non-profit  
corporation;

Plaintiff,

v.

CHOCOLATE PERFECTION, INC., a South  
Carolina corporation; and DOES 1 through 10,  
inclusive;

Defendants.

Case No. 07-cv-06869 (DLC)

USDC SDNY  
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**STIPULATION AND CONSENT JUDGMENT**

The parties to this action, Plaintiff Academy of Motion Picture Arts and Sciences (the "Academy") and Defendant Chocolate Perfection, Inc. ("Chocolate Perfection"), hereby stipulate, in view of a settlement of the claims made herein, to dismiss this case with prejudice. Based on the stipulation, the Court hereby ORDERS, DECREES, and ADJUDGES as follows:

1. Chocolate Perfection consents to judgment against it on all claims for relief set forth in the Academy's Complaint in the above named action.
2. Chocolate Perfection, and any and all of its officers, agents, servants, employees, attorneys, as well as all persons acting under the direction, control, permission or authority of Chocolate Perfection, or any of them, and all persons acting in concert therewith, are permanently prohibited and enjoined from:
  - a. Directly or indirectly, contributorily or vicariously reproducing, manufacturing, displaying, marketing, distributing, advertising, transferring or selling any

facsimile, copy, replica, reproduction, picture or depiction of the "Oscar®" design mark, including but not limited to the Star Award, or otherwise infringing the Academy's copyright in the "Oscar®" statuette and trademark rights in the "Oscar®" mark.

b. Failing to, immediately upon entry of this Order, deliver to the Academy or destroy all facsimiles, displays, copies, replicas, reproductions, pictures and depictions of the Star Award, or any other replica of the "Oscar®" statuette in Defendants' possession, custody or control, and all pre-fabricated displays or kits, molds, matrices or other devices used for assembling, manufacturing, or reproducing the aforesaid items.

3. The foregoing permanent injunction shall be world-wide in scope in accordance with the laws of the United States and effective immediately without the need for any bond to be posted.

4. Each party shall bear its own costs and attorneys' fees.

5. This Court shall retain jurisdiction over the parties for the purposes of any proceeding to enforce this Judgment.

6. This Judgment is hereby made final.

ORDER

SO ORDERED, at New York, New York, this 7<sup>th</sup> day of September, 2007.


  
\_\_\_\_\_  
United States District Judge

**STIPULATION**

Plaintiff Academy of Motion Picture Arts and Sciences and Defendant Chocolate Perfection, Inc. hereby stipulate to entry of the aforesaid consent judgment, permanent injunction, and Order.

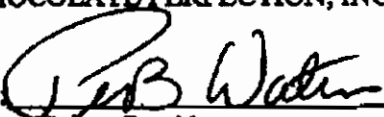
Dated: ~~August~~ <sup>September</sup> 5, 2007

ACADEMY OF MOTION PICTURE  
ARTS AND SCIENCES

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Dated: August 29, 2007

CHOCOLATE PERFECTION, INC.

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